



*Ciales Primary Health Care Services, Inc.*  
**IPA-016**  
PO Box 1427, Ciales, Puerto Rico 00638  
Tel. 787-871-0601 Fax 787-871-3960  
Email: [cphcsinc@coqui.net](mailto:cphcsinc@coqui.net)

**-- INDEPENDENT CONTRACT --**

--In the city of Ciales, Puerto Rico at 1 day of February... - .2009

**--COMES THE FIRST PART:** Ciales Primary Health Care Services, Inc. a nonprofit Corporation, represented in this action by the Executive Director, Mrs. Gladys Rivera Estela, of legal age, married and resident of Ciales, Puerto Rico, who has been conferred power of attorney by the Board of Directors of this Corporation, named in this act as the CONTRACTING PARTY.

**--COMES THE SECOND PART:** Dr. HERNAN G. FUENTES FIGUEROA, of legal age, MARRIED, SS# 598-12-9253, with license #14096 and resident of VEGA ALTA, Puerto Rico, named herein after as the CONTRACTED PARTY.

-- Both parties finding themselves with free and ample use of their faculties and of their civil rights in the aforementioned capacity, freely and voluntarily:

**-- AGREE --**

**--FIRST:** That the CONTRACTING Corporation contracts the services of the CONTRACTED PARTY to work in this Corporation, located on Route 149, Km 12.3 in Ciales, Puerto Rico.

**--SECOND:** THE CONTRACTED PARTY shall render services in two clinics weekly for 4 hours a day. It shall offer Obstetrics services to patients of the IPA-16. It shall have the responsibility of following treatment of Obstetrics patients of the IPA-16 at the center and in the hospitals as well as treatments offered by the Health Reform. It must perform all of the tasks as described in the duties sheet (Job Description). It must commit to the

*"All services under one roof"*



*The Gold Standard  
For Health Care Quality*

promotion of use of Laboratory, X-ray, and Pharmacy services stipulated by the center. It must comply with the rules and protocols in order to offer services to our patients. The Doctor shall be responsible for seeing at the clinic, or wherever he is assigned, a minimum of 20 patients per clinic. Also, he shall maintain the clinical files duly completed according to the policies, rules and regulation of the institution. He shall register his attendance on an attendance form daily.

--**THIRD:** THE CONTRACTED PARTY shall commit to this Corporation to offer services such as OBSTETRICS. With a monthly salary of TWO THOUSAND FIVE HUNDRED (\$2,500) dollars. It shall comply with two clinics weekly. If a clinic is not completed, the necessary adjustment to salary shall be made.

--**FORTH:** THE CONTRACTING PARTY is not obligated to the contracted party to withhold any amount for Social Security or Sinot, nor any deduction to which it may have a right, nor shall it be responsible to pay any kind of tax to the Government of Puerto Rico or the United States for services paid by the contracting party, it being the employee who is directly responsible for the payment of such taxes. Also, he shall be responsible for paying his policy for the State Insurance Fund.

--**FIFTH:** Upon accepting the rendering of services mentioned in this contract, the contracted party would have access to records, files and documents of the contracting party that are of a confidential nature. THE CONTRACTED PARTY shall receive this information under the strictest confidentiality and is obligated not to reveal it to any stranger without prior authorization of the contracting party.

--**SIXTH:** THE CONTRACTING PARTY shall be responsible to withhold seven percent (7%) income tax pursuant to the new Tax Reform after having exceeded the payment of the first One thousand five hundred (\$1,500) dollars and to deposit it in accord with the law, to which it is obligated and committed. THE CONTRACTED PARTY shall have no right to sick leave, regular leave or Christmas bonus because this is a contract for professional services. Upon completing this contract, the person appearing for the second part states that he shall have no interest in claiming additional payments or compensation from the Center of any kind, to which he is obligated and committed.

--**SEVENTH:** THE CONTRACTED PARTY must follow and obey the rules and regulations of conduct in the Personnel Manual of this Corporation and must be aware that failure to

comply and/or failure to observe these may cause disciplinary actions or the immediate cancelation of this contract without prior notice. (The Personnel Manual is available in the Human Resources Office). He must be loyal to the public policy of this IPA-16 Corporation as well as having the commitment of promoting and preserving the interests of this corporation.

--**EIGHTH:** This contract shall come into effect on February 1, 2009 until the 31 of January, 2010 with a duration of ONE (1) year, any failure and/or breach to comply may be cause for the immediate termination of this contract and the termination may be verbal or in writing and may be immediately effective.

--**NINTH:** The termination of this contract upon its termination date does not obligate the employer to its renewal.

--**TENTH:** The functions shall be as Obstetrician exclusively and any change shall be negotiated by both parties.

--**ELEVENTH:** The Corporation through the Executive Director may dispense with this contract if the contracted person refuses to undergo testing for the detection of drugs or give positive to them.

--Upon being in agreement to accept this appointment or contract under the present terms and conditions, please sign in the space provided.

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/signed/

Dr. Hernan G. Fuentes Figueroa  
Obstetrician

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/signed/

Mrs. Gladys Rivera Estela  
Executive Director

## **CONTRACT AMENDMENT 2010-2011**

The terms and conditions of this contract shall remain in effect until **January 31, 2011**.

**/signed/**

Dr. Hernan G. Fuentes Figueroa  
Physician Obstetrician

**January 29, 2010**

Date

**/signed/**

Mrs. Gladys Rivera Estela  
Executive Director

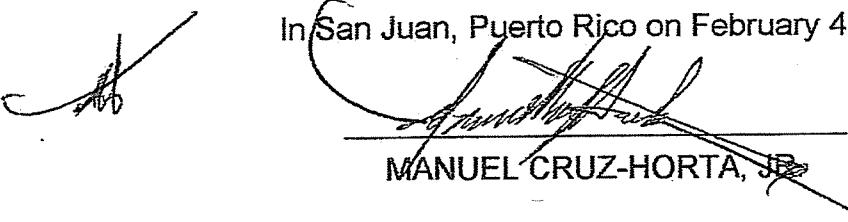
**January 29, 2010**

Date

## CERTIFICATION

I, MANUEL CRUZ-HORTA, JR., an otherwise qualified/competent professional Translator and Interpreter pursuant to the provisions of USC Title 28 §1827 (a), (b)(2) and (d)(1), and recognized as such by the Office of the U.S. Attorney for Puerto Rico, the U.S. District Court for Puerto Rico, the Department of Justice of the Commonwealth of Puerto Rico, the U.S. Bankruptcy Court, the Courts of the Commonwealth of Puerto Rico and other Federal and Commonwealth Agencies, **CERTIFY:** that the foregoing is a correct translation of original pages to the English / Spanish language.

In San Juan, Puerto Rico on February 4, 2015.

  
MANUEL CRUZ-HORTA, JR.